

COMMISSIONERS JOURNAL NO. 62 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 23, 2015

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:

Gary Merrell, President
Barb Lewis, Vice President
Ken O'Brien, Commissioner

9:40 AM Public Hearing # 1 For Delaware County's PY 2015 Community Development Block Grants

9:45 AM Final Hearing By The Commissioners For The Wedgewood Place Section 1 Subdivision Drainage Petition Project

RESOLUTION NO. 15-483

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 20, 2015:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on April 20, 2015; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 15-484

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0422 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0422:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0422, Procurement Card Payments in batch number PCAPR0422 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Northwestern Ohio Security	Cameras and DVR	60111901-5370	\$ 17,500.00
PR Number	Vendor Name	Line Description	Line Account Amount
R1503156	COUNTY RISK SHARING AUTHORITY	2015/2016 CORSA PROGRAM RENEWAL	60111901-5370 \$342,932.00
R1503219	BUCKEYE POWER SALES CO INC	LIGHTNING STRIKE 04.09.15	60111901-5370 \$10,028.30
R1503254	STEPHEN CAMPBELL	LIGHTNING STRIKE 04.09.15	60111901-5370 \$19,000.00

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-485

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

The County Auditor is requesting that Melissa Lobdell and Megan Winnenberg attend a Futureview Pictometry Conference in Nashville, TN from August 18-21, 2015 at the cost of \$3518.00 (fund number 20110106).

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The Clerk of Courts is requesting the Jennifer Tubaugh and Melissa Stevens attend a Courtview Training Seminar in Canton, OH on May 8, 2015 at the cost of \$397.24 (fund number 28129204).

The Director of Child Support Enforcement Agency is requesting that Wendy Shannon and Leslie Owens attend a Regional Hearing Officer Roundtable in Mount Vernon, OH on May 7, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Lt. Curt Hill attend an Ohio Health EMS Conference in Columbus, OH on April 18, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Lt. Dan Jividen attend a Leadership: So Everyone Goes Home class in Columbus, OH on May 19, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Kevin Headings attend a Prevention of and Response to Suicide Bombings class in New Mexico from July 20-23, 2015 at no cost.

The Chief of Emergency Medical Services is requesting that Jessica Carnes attend a Cadaver Trauma Airway Lab in Columbus, OH on April 28, 2015 at no cost.

The Interim Director of Emergency Communications is requesting that Catharine Dobyns attend a Mercer County Dispatcher in Services class in Celina, OH on May 20, 2015 at the cost of \$77.60 (fund number 21411306).

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-486

IN THE MATTER OF ACCEPTING AND APPROVING THE DELAWARE COUNTY SHERIFF'S OFFICE TRANSPORT REPORT FOR THE MONTH OF MARCH 2015:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

WHEREAS, section 325.07 of the Revised Code requires the County Sheriff to submit monthly expense reports to the Board of County Commissioners; and

WHEREAS, the Delaware County Sheriff has submitted a monthly report for March 2015;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts and approves the Delaware County Sheriff's Office Transport Report for the month of March 2015.

Section 2. The Board hereby allows the expenses contained in the monthly report.

(Copy available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO. 15-487

IN THE MATTER OF APPROVING A LEASE AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE DELAWARE COUNTY SHERIFF'S OFFICE FOR CERTAIN REAL PROPERTY LOCATED AT 149 EAST ORANGE ROAD, LEWIS CENTER, OHIO 43035:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

Whereas, the Sheriff recommends approval of a Lease Agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners on behalf of the Delaware County Sheriff's Office for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Lease Agreement by and between the Delaware County Board of Developmental Disabilities and the Board of County Commissioners on behalf of the Delaware County Sheriff's Office for certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), dated April 23, 2015, is made and entered into by and between

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the Delaware County Board of Developmental Disabilities, Delaware County, Ohio, hereinafter referred to as "Lessor" and the Board of County Commissioners, Delaware County, Ohio, on behalf of the Delaware County Sheriff's Office, hereinafter referred to as "Lessee" (individually, "Party"; collectively, "Parties"):

W I T N E S S E T H:

1. **LEASED PREMISES:** In consideration of the terms, provisions and covenants of this Lease, Lessor hereby leases, lets, and demises to Lessee certain real property located at 149 East Orange Road, Lewis Center, Ohio 43035, more specifically being Rooms 039 and 041 in the South Wing, Lower Floor of the Delaware County Board of Developmental Disabilities facility, Delaware County Auditor Property Identification Number 318-234-04-003-500 (referred to as the "Leased Premises" or the "Rooms").

2. **TERM:** Subject to and upon the conditions set forth below, the term of this Lease shall commence as of May 1, 2015, the "Commencement Date", and shall terminate on April 30, 2018, the "Termination Date" (collectively referred to as the "Term" or "Lease Term"), renewable for subsequent terms of one (1) year through separate written agreement(s) mutually agreed to by Lessor and Lessee and with ninety (90) days' advance notice of renewal. In no event shall the Lessee be required to vacate the premises sooner than 90 days after receiving notice of non-renewal or termination.

3. **RENT:** On or before May 1 of every year during the Lease Term, Lessee shall pay to Lessor as rent for the Leased Premises the annual sum of Ten Thousand, Eight Hundred Dollars and Sixty-Eight Cents (\$10,800.68), constituting a rate of Eleven Dollars and Zero Cents (\$11.00) per square foot for all 981.88 square feet of the Rooms.

4. **COMMUNICATION / VOICE OVER INTERNET PROTOCOL (VOIP):** In addition to the annual rent payment, Lessee shall pay to Lessor the annual sum of Nine Hundred Dollars and Zero Cents (\$900.00) per phone line installed and used in conjunction with a Voice Over Internet Protocol (VOIP) telephone system including telephone use complete with a direct dial telephone number with incoming and outgoing faxing, individual voicemail, call manager, and internet access functions. Additionally, Lessee shall pay to Lessor the one-time charge of Thirty-Five Dollars and Zero Cents (\$35.00) to port an existing telephone number. Lessee shall allow sixty (60) days to port telephone numbers. After December 31, 2015, Lessee may, at Lessee's option, elect to discontinue VOIP services provided by Lessor and instead receive the same or similar services from a vendor under contract with Delaware County, Ohio.

5. **IT SERVICES:** Lessee shall be responsible for providing Information Technology ("IT") services and support for the Leased Premises.

6. **OFFICE EQUIPMENT AND SUPPLIES:** Lessee shall furnish its own office equipment, including but not limited to workstation dividers, computers, printers, copiers and copier equipment, chairs, and office supplies.

7. **ENTRANCE:** Lessee, including all staff and visitors of Lessee, shall enter and exit the Leased Premises via the South-East entrance and South Parking Lot, located at 149 East Orange Road, Lewis Center, Ohio 43035.

8. **MAILBOX:** Lessee shall be permitted to use a secure mailbox for the address located at 149 East Orange Road, Lewis Center, Ohio 43035.

9. **JANITORIAL SERVICES; TRASH; RESTROOMS:** Lessee shall furnish its own janitorial services and shall be permitted to share a dumpster for proper and lawful trash disposal with Lessor. Lessee shall have access to restrooms available in the South Wing, Lower Floor of the Delaware County Board of Developmental Disabilities facility ("Facility"). Lessee shall share access to such restrooms in the Facility with the Delaware County Board of Elections during periods of early/absentee voting.

10. **PARKING; SNOW REMOVAL; VENDING; BUILDING ACCESS:** Lessee shall be permitted to reserve twelve (12) parking spaces for patrol cruisers in the South Parking Lot of the Facility. In addition, Lessee's employees shall be permitted to park personal vehicles in the East Parking Lot of the Facility. The Parties reserve the right to discuss the possibility of specifically designating parking spaces at a later date in time. Parking lot and sidewalk snow removal for the entire Facility will normally occur between 6:00 a.m. and 8:00 a.m. on weekdays. If the Lessee requires snow removal outside of these hours, Lessee is permitted to independently perform snow removal on Lessor's property to allow for ingress, egress, and parking for the Leased Premises. Except for the Leased Premises, Lessee shall not have access to the entire Facility, but will have access to vending located in the Facility's East Wing.

11. **SIGNS:** Lessee may, at its cost, place or install exterior signage directing individuals to the Leased Premises with approval by the landowner.

12. **USE:** Lessee warrants and represents to Lessor that Lessee shall use and occupy the Leased Premises exclusively for law enforcement purposes in accordance with the Delaware County Sheriff's Office and in accordance with the laws of the State of Ohio.

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13. **RENOVATIONS:** Lessee shall be responsible for securing estimates and/or bids, executing contracts, and coordinating work for any renovations of the Leased Premises based on Lessee's needs. Lessee and Lessor agree to certain renovation estimates based on the needs expressed by Lessee. The following provides renovation estimates previously secured for the Leased Premises:

A. Security: Lessee shall be permitted to install a keyless entry access point on the exterior and interior doors to the Leased Premises, in conjunction with cameras and a monitoring surveillance system to allow access for visitors to the Leased Premises. The estimated cost is One Thousand, Six Hundred Fifty Dollars and Zero Cents (\$1,650.00). Lessee shall also be permitted to install card readers for employee access to the exterior and interior doors to the Leased Premises. The estimated cost is Three Thousand, Nine Hundred Ninety-Two Dollars and Zero Cents (\$3,992.00). If card reader access is able to be provided through Delaware County, the actual cost may be significantly less.

B. Fire Door: Lessor agrees to install a fire door in the wall currently separating the Rooms and to invoice Lessee for the cost of construction/installation. The estimated cost is Four Thousand, Six Hundred Forty-Five Dollars and Zero Cents (\$4,645.00).

14. **UTILITIES AND ASSESSMENTS:** Lessor shall pay for all utilities for the Leased Premises, except for IT, communication/VOIP and/or internet services. Lessee shall pay real estate assessments, if any, relating to its use and occupancy of the Leased Premises as they become due and payable.

15. **REPAIRS AND MAINTENANCE:**

(a) Lessor is not required to make any improvements, replacements, or repairs of any kind or character to the Leased Premises during the term of this Lease. Lessee shall operate and shall maintain, repair, and replace as appropriate to maintain in good repair all portions of the Leased Premises in coordination with Lessor.

(b) Lessee shall not allow any damage to be committed on any portion of the Leased Premises. At the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the Leased Premises to Lessor in as good condition as existed at the Commencement Date or Termination Date of this Lease, ordinary wear and tear excepted.

16. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Lessee, at Lessee's expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, municipal, or other agencies or bodies having jurisdiction relating to the use, condition, and occupancy of the Leased Premises.

17. **LESSEE ALTERATIONS AND IMPROVEMENTS:** Lessee may make, at Lessee's cost, any non-structural alterations, physical additions, or improvements to the Leased Premises that Lessee deems appropriate. Lessee shall consult with Lessor regarding any proposed structural alteration to the Building. Lessee may make a major structural alteration only with the written consent of Lessor, which shall not be withheld unreasonably. Lessee shall be responsible for all costs of any such major structural alteration to the Building. Any alterations, physical additions, or improvements to the Leased Premises shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, to the extent that the alterations, physical additions, or improvements cannot be removed without causing damage to the Leased Premises. Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the Leased Premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee.

18. **INSURANCE:** Lessor shall maintain property and casualty insurance coverage on the Leased Premises. Lessee shall maintain insurance on all its contents, as well as general liability insurance, listing the Lessor as additional insured with respect to Lessee's use of the Leased Premises.

19. **QUIET ENJOYMENT:** Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any third party that may interfere with Lessee's use and enjoyment of the Leased Premises.

20. **LESSOR'S RIGHT OF ENTRY:** Lessor acknowledges that it shall only be provided access to the Leased Premises through the exterior door. Further, Lessor agrees not to enter the Leased Premises except with an agent and/or employee of Lessee present. Upon the request to enter being made by Lessor, Lessee shall forthwith arrange for an agent and/or employee of Lessee to accompany Lessor to enter the Leased Premises.

21. **SUBLEASE AND ASSIGNABILITY:** Lessee shall not sublease nor assign the Leased Premises or any portion thereof during the term of this Lease.

22. **DEFAULT BY LESSEE:** The following shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay when due any payment required pursuant to this Lease, and the

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failure is not cured within thirty (30) days after written notice to Lessee;

(b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and the failure is not cured or Lessee has not begun taking action to cure within forty-five (45) days after written notice to Lessee;

(c) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended, or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

(d) Lessee shall do or permit to be done any act that results in a lien being filed against the Leased Premises, which lien is not removed or bonded within 120 days after Lessee has actual notice of the lien.

23. **REMEDIES FOR LESSEE'S DEFAULT:** Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand:

(a) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to surrender the Leased Premises, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage, including attorney fees, which Lessor may suffer by reason of the termination of the Lease under this subparagraph, whether through inability to re-let the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the Leased Premises without being liable for any claim for damages, and re-let the Leased Premises on behalf of Lessee and receive directly the rent by reason of the re-letting. Lessee agrees to pay Lessor on demand any deficiency that may arise because of any re-letting of the Leased Premises; further, Lessee agrees to reimburse Lessor for any expenditure made by it for maintaining the building in a usable manner, including remodeling or repairing in order to re-let the Leased Premises.

(c) Enter upon the Leased Premises, by picking or changing locks if necessary, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

(d) Terminate this Lease as an expiration of this Lease.

24. **WAIVER OF DEFAULT OR REMEDY:** Failure of Lessor to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Lessor shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in paragraph 23 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy provided constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Lease.

25. **FORCE MAJEURE:** The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Lease, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Lease is terminated as provided herein.

26. **EARLY TERMINATION:** Either Party, on ninety (90) days' written notice to the other Party, may terminate this Lease.

27. **SEVERABILITY:** The provisions of this Lease are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

28. **COUNTY POLICIES:** The Parties shall be bound by, conform to, comply with, and abide by all current applicable Delaware County, Ohio policies, including, but not limited to, the Contractor Safety Policy,

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Computer Usage Policy, Social Media Policy, and Internet Use Policy. Copies of such policies can be found at <http://www.co.delaware.oh.us/index.php/policies>.

29. **NOTICE:** All payments required to be made by Lessee shall be payable to Lessor at the address set forth below, and any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective addresses set out below:

<p>LESSOR:</p> <p>Board of Developmental Disabilities Delaware County, Ohio 7991 Columbus Pike Lewis Center, OH 43035</p>	<p>LESSEE:</p> <p>Board of County Commissioners, Delaware County, Ohio 101 North Sandusky Street Delaware, OH 43015</p>
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30. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES:** IT IS EXPRESSLY AGREED BY LESSOR AND LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE. IT IS LIKEWISE AGREED THAT THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LESSOR AND LESSEE.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 15-488

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE DELAWARE COUNTY EMERGENCY MANAGEMENT AGENCY (EMA):

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

Whereas, the Director of Delaware County EMA recommends approval of Supplemental Appropriation for the purposes of an AM Radio Transmitter for public safety;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve Supplemental Appropriations for Delaware County EMA:

Supplemental Appropriations	Amount
21581304-5450 FY14 State Homeland Security Grant/Capital Equipment	\$13,622.00

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-489

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATIONS FOR DOG AND KENNEL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

Supplemental Appropriations	Amount
20411305-5201 Dog and Kennel/General Supplies	6,000.00
20411305-5243 Dog and Kennel/Drugs and Pharmaceuticals	4,000.00
20411305-5342 Dog and Kennel/Medical and Health Related Services	16,780.00

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-490

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

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The Director of Environmental Services recommends the hiring of David Bean as a Building Inspector with Code Compliance; effective May 4, 2015

Therefore Be it Resolved, the Board of Commissioners approve the hiring of David Bean as a Building Inspector with Code Compliance; effective May 4, 2015

The Interim Director of Emergency Communications recommends the hiring of Paige Etzler as a telecommunicator with 911; effective May 11, 2015.

Therefore Be it Resolved, the Board of Commissioners approve the hiring of Paige Etzler as a telecommunicator with 911; effective May 11, 2015.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

ADMINISTRATOR REPORTS

Tim Hansley

- Checking the availability of the commissioners for a June 1st meeting at 7:00PM at the City of Delaware Council meeting.
- Met with the Engineer's office and with Aric from the Prosecutor's office to discuss options for annexations protocols and access management.
- Yesterday we held interviews for the construction manager at risk. The committee will meet again today to discuss the rankings and should have that list to you by next week

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

- Attended the Legend's luncheon yesterday. Very well done. This luncheon is a prelude to the Memorial Tournament. It raised over \$1 million for Nationwide Children's Hospital

Commissioner O'Brien

- Also attended the luncheon yesterday. Agrees it was a very well done event. It gives everyone attending the opportunity to recognize that most of the Tournament is held in Delaware County.
- Attended and participated in the Regional Planning Executive Committee meeting yesterday morning. The next full committee meeting will be in this building (101 N. Sandusky Street) next Thursday evening. We elected Dave Steitz, Kingston Township, as chair; Jeff George as 1st Vice President; Susan Kuba as 2nd Vice President

Commissioner Merrell

- Via Teri Morgan: wanted to make sure everyone knew about the outdoor siren testing happening at noon.

RESOLUTION NO. 15-491

9:40AM - IN THE MATTER OF OPENING PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S PY 2015 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to open the hearing.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-492

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 1 FOR DELAWARE COUNTY'S PY 2015 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to close the hearing.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

RESOLUTION NO 15-493

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR'S OFFICE VICTIMS OF CRIME ACT GRANT:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve the following:

Supplemental Appropriations	
23612302-5305 VOCA/Trainings	\$ 415.00

Received additional grant funds for 2 days in May training.

Vote on Motion Mrs. Lewis Aye Mr. O'Brien Aye Mr. Merrell Aye

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RESOLUTION NO. 15-494

**9:45AM FINAL HEARING FOR THE WEDGEWOOD PLACE SECTION 1 SUBDIVISION
WATERSHED AREA DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to open the hearing at 9:59 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-495

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE
3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT
PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF
COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. O'Brien Aye

RESOLUTION NO. 15-496

**IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE WEDGEWOOD
PLACE SECTION 1 SUBDIVISION WATERSHED AREA DRAINAGE IMPROVEMENT
PETITION PROJECT:**

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to close the hearing at 10:17 AM.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-497

**IN THE MATTER OF COMMISSIONERS AFFIRMING THE ORDER AND CONFIRMING THE
ASSESSMENTS FOR THE WEDGEWOOD PLACE SECTION 1 SUBDIVISION WATERSHED
AREA DRAINAGE IMPROVEMENT PETITION PROJECT:**

It was moved by Mrs. Lewis, seconded by Mr. O'Brien to approve the following:

Whereas, on September 24th, 2013, a Drainage Improvement Petition For The Wedgewood Place Section 1 Subdivision Watershed Area was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, the Board on February 24th, 2014 with Resolution 14-192 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Wedgewood Place Section 1 Subdivision Watershed Area Drainage Improvement Petition Project, and

Whereas, the Board on April 23,2015 , held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Wedgewood Place Section 1 Subdivision Watershed Area Drainage Improvement Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, the Board is prepared to issue its findings on the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Delaware County, Ohio as follows:

The Board hereby finds that the proposed improvement (maintenance assessment) is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement (maintenance assessment) will be less than the benefits. Accordingly, the Board hereby affirms its order granting the prayer of the petition and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board

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that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

FURTHER BE IT RESOLVED, The maintenance fund shall be maintained, as needed, by an assessment levied not more often than once annually upon the benefited owners, as defined in [section 6131.01](#) of the Revised Code, apportioned on the basis of the estimated benefits for construction of the improvement. An assessment shall represent such a percentage of the estimated benefits as is estimated by the engineer and found adequate by the board or joint board to effect the purpose of [section 6137.02](#) of the Revised Code, except that at no time shall a maintenance fund have an unencumbered balance greater than twenty per cent (20%) of all construction costs of the improvement. The minimum assessment shall be two dollars. Any cost incurred from the petition project process will be paid from the annual ditch maintenance assessments

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-498

IN THE MATTER OF ADJOURNING INTO EXECUTIVE FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn into Executive Session at 10:20 AM.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 15-499

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to adjourn out of Executive Session at 11:17 AM.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 15-500

IN THE MATTER OF APPROVING PAYMENTS OF WARRANTS IN BATCH NUMBER CMAPR0423:

It was moved by Mr. O'Brien, seconded by Mrs. Lewis to approve payment of warrants in batch numbers CMAPR0423.

Vote on Motion Mr. Merrell Aye Mr. O'Brien Aye Mrs. Lewis Aye

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Barb Lewis